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COURT OF APPEALS
DIVISION II

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STATE OF WASHINGTON

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NO. 47265-1-II

COURT OF APPEALS, DIVISION II
OF THE STATE OF WASHINGTON

IOAN A. PAUNESCU and DANIELA PAUNESCU

APPELLANTS,

vs.

GERHARD H. ECKERT and MARGARETHE ECKERT AS
TRUSTEES OF THE ECKERT FAMILY TRUST, and SCOTT
RUSSON and JANE DOE RUSSON, husband and wife.

RESPONDENTS.

APPEAL FROM CLARK COUNTY SUPERIOR COURT
HONARABLE SUZAN L. CLARK

BRIEF OF APPELLANT

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OUT OF STATE CASES

Portico Management Group LLC V. Harrision
202 Cal. App. 4th, 464,473,136. Rptr3d 151(2011)

I. ASSIGNMENT OF ERROR

The trial court erred in entering the January 16, 2015 order for Summary Judgment granting Gerhard Eckert and Margarethe Eckert and Scott Russon and Jane Doe Russon for Attorney fees and dismissing Summary Judgment without prejudice and also the January 30, 2015 order for Attorney Fees dismissing Appellant's claims.

II. ISSUE PERTAINING TO ASSIGNMENT OF ERROR

Did the trial court err in dismissing the Appellant's claims against Gerhard Eckert and Margarethe Eckert and Scott Russon and Jane Doe Russon where: a) What kind of property was the home at the time of loan? B) What kind of loan was The Respondents loan to the Appellant? C) Who the mortgage broker was and what his qualifications were? D) The Eckert Trust as signed under the Deed of Trust and Promissory Note a

legal Entity to sign the documents? E) Did the Respondents foreclose legally? F) Did the Respondents Evict legally and close down the business legally? G) Were Appellants entitled to Homestead Claim? H) Did Respondents Attorneys do the Deposition Legally? I) Dec 12, 2014 motion for status concerning Judge. J) January 16, 2015 Summary Judgment what the Judge did wrongfully. K) January 30, 2015 Attorney fees for Respondents Attorneys and what the Judge again did wrong. L) April 3, 2015 exemption for garnishment what happened and what the Judge did wrong.

III . STATEMENT OF THE CASE AND PROCEDURAL HISTORY

1. On July 14, 2005 Appellants purchased the property in question.
2. Two loans were on the “property” the first was for \$164,000 and the second was for \$41,000. (CP 14)
3. On June 29, 2006 did a Home Equity Line Of Credit on the second loan for the \$60,000. (CP 14)
4. May 15, 2007 refinanced the Home Equity Line Of Credit with a Loan from the Respondents “Eckert’s”, for a sum of \$290,000. (CP EX-)

5. On May 15, 2007 Fidelity National Title on The Borrower Settlement Statement states that there was Title Charges of a Refinance Fee of \$ 497.72 and Title Insurance of Lender Residential Refi in the amount of \$517.20 for The Respondents refinance Loan for the” Property” . Assessor’s Parcel # 160748-005 and Lot 2 of short Plat, recorded in Book 2, Page 348. Records of Clark County, Washington. (CP 83 Ex-9,11).
6. As of May 15, 2007 The First Mortgage was not involved.
7. On February 15, 2008 Appellant was licensed with DSHS for Adult Family Care Home.
8. Notice of Default sent September 9, 2013. (CP 83 Ex-4)
9. On Oct, 31, 2013 The Respondents “Eckert’s” Appointed Scott Edward Russon as Successor Trustee. (CP 83 Ex- 12).
10. On Oct, 31, 2013 Scott E. Russon Filed Notice of Trustee Sale.
11. On February 11, 2014 filed Trustee’s Deed with The Name of Eckert Trust.
12. On March 3, 2014 Quit Claim Deed filed states in the document to “Correct the name of The Trust and to Substitute the Trustee
13. On March 4, 2014 Notice to Vacate sent to The Appellants.
14. On March 19, 2014 DSHS put a stop placement on My Adult Family Home because said it received a call from the trustee

- (Russon) and told them the Home had been foreclosed and that a sixty day notice was served.
15. On March 19, 2014 Eviction Summons and order to Show Cause scheduled for March 28, 2014 in front of Judge Clark.
 16. On March 28, 2014 Order for Judgment and Immediate Writ of Restitution granted to Respondents. (RP 3/28/2014 page 5 Line 9-11).
 17. On March 31, 2014 DSHS Came and Removed all the Resident from the home.
 18. On April 14, 2014 had to Vacate said “property” on or before 11:59p.m. Because of Writ to Vacate.
 19. On 6/25/2014 Complaint filed. (CP 3).
 20. On 7/18/2014 Amended Complaint filed. (CP 14).
 21. On August 11, 2014 Filed A Declaration of Non-Abandonment of Homestead. (CP 83 Ex 7)
 22. November 24, 2014 Deposition of Daniela Paunescu (Appellant).
 23. November 24, 2014 Mr. Shafton and Mr. Sciacanni said we will make another appointment to take Ioan A. Paunescu Deposition, but never happened.
 24. On January 16, 2015 Summary Judgment. (RP- 1/16/2015).

25. On January 30, 2015 motion for attorney fees court. (RP-1/30/2015).
26. On January 30, 2015 Judge Clark will send by February 13, 2015 letter to Appellants if Attorney fees for Mr. Scisciani and file objection with The Superior Court Clerk office. And send a written decision on what those fees are. (RP 1/30/2015 page 11 line 12-25).
27. February 13, 2015 came and went and never received a written order from Judge Clark.
28. On March 9, 2015 Answer to Write of Garnishment. (CP 98.)
29. On April 3, 2015 had Court for Exemption with Judge Clark and Mr. Shafton(Attorney for Respondent).(CP-98)
30. On April 3, 2015 Judge Clark approved Mr. Shafton(Attorney for Respondent) for Attorney Fees and everything was personal judgment nothing to do with our LLC and Judge Clark didn't want to see any proof and let him take attorney fees from our Business Account.

IV. SUMMARY OF ARGUMENT

- A. What loans were on the property and what MERS means on this property?**

The first loan that was done on the property with loan number 40367469 for the sum of \$164,000 in July of 2005 when the property was first purchased. The original Lender on the loan was NB Lending (CP 83- Ex-1). Mr. Russon said in the Opposition to summary judgement sent notices to MIT Lending. (CP 83-Ex-14). As to the Deed of Trust (CP 83- Ex-2) I want to get more in depth with what the meaning of MERS on page 2 or The Deed of Trust means, it has to do with the non-judicial foreclosure that was done.

- Question- What is MERS?
- Answer- Mortgage Electronic Registration Systems Inc.
- Question- What does MERS mean?
- Answer- MERS as a company that was created by the mortgage banking industry it tracks and maintains a database for mortgages for its members as they are transferred from bank to bank.
- What is the MIN# (Mortgage Identification #)
- It's a unique 18 number assigned to the systems registered loans. Appellants used this pin to check who the trustee was, it was fidelity title that held the title at the beginning in 2005 on page 2 section (D) shows Fidelity title now we

input the MIN # into MERS we find out the trustee changed to US BANK AS TRUSTEE (CP 83- Ex-3).

- Question- let's take a look at the Deed of Trust from the first mortgage specifically section (e). (CP- Ex-2).
- Answer- section (e) says MERS is a separate corporation that is acting solely as a nominee for the lender and lender's successors and assigns MERS is the beneficiary under the Security Instrument.
- So your probably thinking MERS is acting solely as nominee so what, who cares? Let's move on to get to my point.
- MERS is the beneficiary. If MERS is the named beneficiary on the Security Instrument and not named lender on the note, the note and Security Instrument have been bifurcated as only the lender could be the Beneficiary named as the Security Instrument and filed with Public records to create a perfected lien.
- Failure to properly perfect the lien has rendered the secured indebttness to an "unsecured" indebttness at the instant the loan was conceived.

- “NOTE” means the promissory note signed by the borrower..(Payable to lender).
- “LOAN” means the debt evidenced by the Note.
- “SUCCESSOR INTEREST OF BORROWER” means any party that has taken title to the property. Whether or not that party assumed Borrower’s obligation under the note/ or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

- The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender’s successors and assigns) and the successors and assigns of MERS.
- Borrower irrevocably grants and convey to trustee, in trust with power of clause.
- Borrower understands and agrees that MERS holds only legal title to the Interests granted by the borrower, in this Security Instrument, but if necessary to comply with law or custom, MERS (as nominee for Lender and Lender’s successors and assigns) has the right: to exercise any or all of those interests, including but not limited to, the right to foreclose and sell the property, and to take

any action required of Lender including but not limited to,
releasing and cancelling this Security Instrument so:

- MERS (solely as nominee), again so what who care you must might ask yourself:
- This Security Instrument secures to lender, correct party to be beneficiary but not named as Beneficiary.
- Successors and assigns of MERS. MERS lacks the authority to assign the Security Instrument.
- MERS is not the correct Beneficiary and is without the authority:
- This Security Instrument has become anullity due to bifurcation.
- Question- Borrower understands and agrees MERS holds only legal title, NOPE:
- Answer- The answer is only the trustee can hold legal title.
- Question- You have to ask yourself did the Eckerts foreclose on the trustee that holds legal title?
- Answer- The answer is the trustee never received notice of default and notice of intent to foreclose. The trustee is US BANK (CP- Ex-3) not MIT Lending.
- Question- We have to ask counsel if they even knew who the trustee was under the MERS system.

- Answer- These are questions that should have been asked at discovery for Appellants against Respondents. The MERS system kept track of this and it shows US BANK AS TRUSTEE under MIN # for MERS.
- Now we know that Washington State Supreme Court ruled that MERS cannot be a Beneficiary in Washington State, Bain V. Metropolitan Mortgage Group Inc.
- Another question to ask is how can Russon say he did a Non-Judicial Foreclosure if MIT Lending doesn't have title and if the Trustee that has title knew nothing of the Foreclosure. (CP- Ex-)(CP 83- Ex-3)(CP 83- Ex-4) It's done illegally.
- Furthermore Mr. Russon knew what MERS is and that MERS changes information electronically yet he relied on paper trail that was first filed yet we all know that MERS saves time no more need to file paperwork with the county records on Page 5 of Russon Reply of motion for summary judgment (CP- Ex-14). Mr. Russon provided notice to MIT Lending which section (1) on (CP 83- Ex- 14) said the last holder or record of the lien of any judgment subordinate to the Deed of Trust being foreclosed, so if Mr. Russon would've done alittle more research he would've found the truth.

B. Is Eckert Trust legal to sign a Deed of Trust and a Promissory note?

First the creation of a trust involves the bifurcation of rights to trust property is spilt between the trustee and the beneficiaries. The trustee holds only legal title to the property and the beneficiaries hold equitable title. Since trustee holds legal title to the property, the property is always held in the trustee name.

This point is confusing for most people because many people believe that property should be held in the name of the trust. (CP 83 Ex. 5) However the trust itself is not a legal entity that can hold property. Instead it is simply a name donating the legal relationship between grantor and a trustee, when we say that property is transferred to a trust, we really mean that property is transferred to the trustee to be held in trust according to the agreement between the grantor and trustee.

Accordingly property transferred to a trust is always titled in the name of the trustee not the trust- at a minimum, then, property held in a trust should be titled in the name of the trustee or (trustees) if there is more than one and should contain the following:

- The name of the trustee together with the words “trustee” or “as trustee” to indicate that the person named as trustee is serving in fiduciary capacity.
- The name of the trust.
- The date of the trust.
- In LOWMAN V. GUIE, 130 WASH. 606,607,228 P.845 (1924).The court stated a common-law trust is not a corporate entity. Under Washington’s Probate and trust code, in particular RCW 11.98.08, Property which has become part of a trust corpus and held in other individuals. A recent out of state court has come to the same conclusion. The California Court of Appeals stated a trust is not a person but rather a fiduciary relationship with respect to property. Portico Management Group, LLC V. Harrison, 202 Cal. App.4th, 464, 473, 136 Cal. Rptr.3d 151 (2011). Portico further held that a trust is not a legal entity cannot sue or be sued and legal title to property owned by a trust must be held in the name of the trustee. RCW. 11.98.008 and Cal Probate code 15200 are similar in how trust are created and require trust corpus to be held in the name of a trustee.

- Washington law is clear that: (1) A trust is not a legal entity that can take title to real property interest; and (2) any deed which lists an invalid entity is void. Per this authority, The Eckert Deed of Trust is Void and has no legal effect on the property. The subsequent non-judicial foreclosure that followed is void and ineffectual against the residence.
- Both Promissory and Deed of trust were signed as Eckert Trust and not as Gerhard H. Eckert as trustee and Margarethe Eckert as trustee, signed invalid also The trust name is The Eckert Family Trust and not The Eckert Trust as everything is signed as. (CP 83- Ex 5).
- On the document Tax Affidavit under (CP 83- Ex-6) Mr. Russon reason for exemption that was filed on 2/25/2015 for the Eckert Trust states that the reason for exemption is to correct name of trust and to substitute the trustees as title holders, instead of holding title in the name of the trust. (CP 83 - Ex-6) here we see the wording says that “ TO CORRECT THE NAME OF THE TRUST” The Eckert Trust did not exist by this wording. So, then what power does the Eckert Trust hold if they are correcting their name to The Eckert Family Trust. Now after having their name

signed on both Deed of Trust and also Promissory Note,
Also foreclosing on my home and also evicting with a Writ
of Restitution, Also closing down our Business for 20
years, if they didn't have a legal name, HOW CAN THEY
ENFORCE the Due of Sale Clause?

- If we read further the Tax Affidavit (CP 83- Ex-6) it says
“TO SUBSTUITE THE TRUSTEES AS TITLE
HOLDERS, INSTEAD OF HOLDING TITLE IN THE
NAME OF THE TRUST” That means that is was held in
The Eckert Trust (CP 83- EX-5) Deed of Trust and
Promissory Note.
- We never seen any documentation that The Eckert Family
Trust existed.
- The letter dated May 2009 (Respondents Attorneys) talk
about was written before we knew that the loan was a
refinance as stated by fidelity and before we knew the
problems with the promissory note and deed of trust and
the illegally foreclosure and eviction. (RP 1/16/2015 page
33 line 2-11).
- Mr. Scisciani on January 16, 2015 stated that “with respect
to whether it’s Eckert Trust, Eckert Family Trust, I

respectfully submit that it doesn't matter, he said at summary Judgement. (RP 1/16/2015 page 34 line 3-5)

- The Eckert Note and Deed of Trust which lists the Eckert Trust, a non-entity, as holder, is tantamount to not listing any beneficiary on the Deed of Trust and not listing any holder on the promissory note and the Eckert Deed of Trust was defective and not a valid lien against the Residential Property, and non-effectual against the interest of appellant.
- That because Deed of Trust listed invalid beneficiary, the Appointment of Successor Trustee was invalid and Russon had no authority to carry out a non-judicial foreclosure sale of the Residential Property and the trustee sale was invalid and non-effectual against Paunescu's interest.
- That the Quit Claim Deed changing name from Eckert Trust to Gerhard H. Eckert and Margarethe Eckert as Trustees of the Eckert Family Trust: (a) is invalid for want of grantor; (b) conveyed no interest in the Residential Property to the grantee; and (c) is junior to interest of The Paunescu's if any interest in the Grantee was created by said Deed.

C. The foreclosure was it done legally? RCW.61.24.127 , Was the property classified as Residential?

We want to see if the foreclosure was done legally, Respondents say it was a commercial property based on the fact that Appellants operated an Adult Family Home, and the Foreclosure was foreclosed commercially, so let's get to the truth.

- Property was Residential
- Clark County classified the property as zoning R1-6. (CP 83 Ex-8).
- The zoning for the purpose of "The Property" is R1-6 what that means is that it's Single Family Residential. (CP- 83 Ex- 8)
- Title 40 unified Development Code
- Zoning classification section 40.200.020 (CP 83 Ex-83)
- Purpose of this title; the county is divided into zoning districts designated as shown in table 40.200.020-1.
- 40.220.010 single-family residential districts (R1-20,R1-10,R1-7.5, R1-6 and R1-5) (CP 83 Ex-8).
- The uses set out in Table 40.220.010-1 are examples of uses allowable in single-family residential zone districts,

the appropriate review authority is mandatory. (CP 83 Ex-8)

- F. Adult Family Home-“P”- uses allowed subject to approval of applicable permits. (CP 83 Ex-8)
- Zoning didn’t permit commercial property.(CP 83- EX-8).
- Fidelity shows on Settlement Statement (CP 83-EX-9) that it was a Residential Refinance. (CP 83- EX-9).
- How can Respondents say they foreclosed legally when the property could not be commercial zoning only residential even if the adult care home was in it. (CP 83- Ex-8)
- The promissory note was not initialed by both the maker and holder that doesn’t activate the commercial property clause or due of sale clause. (CP 83-EX-5). It say **“commercial Property- optional- not applicable unless initialed by holder and Maker to this Note”** Eckert’s never signed so not valid wasn’t a commercial property.
- Non- Judicial foreclosure (Mr. Russon) said he was appointed successor trustee from the Eckert’s (CP 83- Ex-12) which meant he could’ve done the foreclosure if the foreclosure he did would’ve been commercial it would’ve been correct because all the facts show it was Residential

and the was Russon handled the foreclosure was illegal, now we also have the Eviction that was also done based on Commercial property but illegal again because its Residential, also zoning shows it was as a single- family residential. We cannot change the facts that are before us, to trying saying one thing but in reality it's just clouding up the title to the property. The following is more proof to our claims.

- Mr. Russon stated in the Reply in support of motion for Summary Judgment that he sent a letter to the lender which he said it was MIT Lending now if we take it back to the beginning the original lender was NB Lending (CP 83- Ex-1) (CP 83- Ex-2)
- Then again if we look at the beginning of this Brief about the MERS we see that the trustee would have the title to the property. The trustee for this loan is US BANK (CP 83- Ex#3)
- It is important that Lenders not be able to Circumvent the additional protections contained in RCW 61.24.127 (1) – (3) by merely characterizing a loan as commercial, to avoid such manipulations, courts should look deeper into the

borrower's purpose in obtaining labeled the loan as commercial when the record suggests a lender has merely labeled the loan as commercial as as to avoid consumer protections. *Brown V. Giger*, 111 Wn. 2d 76, 83, 757 P.2d. 523 (1988).

- I want to prove bending the truth by Mr. Russon, on Sept. 17, 2013 line (6) paperwork states that, I spoke with plaintiff's counsel, Jim Mayhew, about his proposal that the plaintiffs lease the property from the Eckerts from the Eckerts in exchange for \$30,000 and a deed in lieu of Foreclosure. (CP 83- EX-16) (CP 83-EX-15)
- On line 7 Feb 5, 2014 I was informed by Jim Mayhew that plaintiffs were unable to secure a \$30,000 loan but that they were interested in leasing the property from the Eckerts after foreclosure. (CP- EX-17).
- Now let's see the truth to these comments from Mr. Russon, he bent the truth Mr. Jim Mayhew knew we didn't have \$30,000 good faith money for the Eckerts to stop the foreclosure, not like Mr. Russon said to make a lease after the foreclosure. I don't believe Mr. Mayhew would wait

more than 3 months to let Mr. Russon know we didn't have \$30,000. (CP 83- Ex-17)

- On March 3, 2014 Mr. Mayhew withdrew as counsel because we wouldn't accept any lease with The Eckerts. (CP 83- Ex-18)
- On April 1, 2014 we personally delivered a letter asking Mr. Russon how he went about the foreclosure letter he called us the next morning on April 2, 2014 and said it none of your business how I did the foreclosure,(CP 83- EX-19) we asked nicely but he acted unprofessional the same as he did like on March 3, 2014 saying either you sign the lease or I am calling DSHS on your home. He had a fiduciary duty to both parties but yet He acted unprofessional and tried threatening us with the law.
- Mr. Russon failed to comply with RCW 61.24.030 and .031, as it pertains to the foreclose of a primary residence and that appellant was denied proper notice and the opportunity to engage in alternative options to avert foreclosure as required in RCW 61.24 et al. resulting in the trustee sale being invalid and non-effectual against

Appellant interest in Residential property and causing damage to The Paunescus.

D. The Eviction was it done legally. RCW.61.24.146 Did the trustee report the truth to the DSHS for Adult family -home? And close the business down for 20 years.

- The Eviction was done based on the theory put forward by counsel stating it was Commercial but yet we have all the documentation that shows everything was Residential on the Sixty day vacate Mr. Russon filed under (RCW 61.24.146) when we take everything in effect it looks like this Mr. Russon filed the foreclosure under him saying it was commercial but the documentation shows Residential, Now they gave Appellant sixty day vacate order which is what you give a Residential Property, and they Evicted us April 14, 2014 which that means they didn't respect the law with it being Residential and filed everything as commercial.

E. Were the Appellants entitled to the Homestead Claim?

On August 9, 2014 Appellants signed Declaration of Non-Abandonment of Homestead, which was recorded with Clark County Auditor's Office, Document # 5095229 which was done within 6 months to retain Homestead Rights.

- Pursuant to RCW. 6.13 ET AL., The Plaintiffs resided at the residential property and it was their homestead pursuant to the chapter.
- Appellants have a valid homestead in the residential property and are entitled to the \$150,000(CP- Ex-7)
- Pursuant to RCW 6.13 ET. AL., The Paunescu's resided at the Residential property and it was their Homestead pursuant to the chapter.
- Now the Appellants have separate and distinct claims to the property and to the interest in the property that are apart from the foreclosure action that took place, just the process of the foreclosure action. One is just on the validity of the Deed of Trust itself. Is it a valid security interest? If it's not a valid security interest, then anything they did with the foreclosure has no effect. If you've got an invalid security interest it doesn't matter what you do, go ahead and foreclose, it doesn't extinguish anybody's property rights. And that's key, and that's distinguished from contesting the process of the foreclosure. And so another separate and distinct claim is their homestead rights in this property. And they have distinct homestead property. The homestead

laws say those are superior. If those homestead rights or established, they're superior, then, to the right of any creditors, even Deeds of Trust, if they're established. And in this case, we've alleged facts that show their homestead rights survived and they are superior to the Deed of Trust that was allegedly foreclosed upon. And case law states that, you know, if you have a non-judicial foreclose action, it does not extinguish, that fact alone does not extinguish superior interest in the property. One case just to see on that is Mann vs. Household Finance Corp, and that's 109 wa App 387. You know, and that stands to the proposition that, you know, senior letters, or senior Deed of Trust don't get foreclosed out. In fact that's the case here, too. Not only did the homestead exemption of the appellant not get closed out, there's a senior lien on this case to chase. That didn't get foreclosed upon, you know. So we're solidified.

- The Eckert Note and Eckert Deed of Trust were not signed by Appellant Daniela Paunescu in her own capacity, thus preserving homestead rights.

F. How the deposition done illegally then the Summary

Judgment.

- On November 13, 2014 a letter was sent out from Mr. Shaftons office stating a date of November 24, 2014 at 9am for deposition.
- Mr. Shafton sent out the notice the same day our lawyer resigned, he did this because he thought he would win with intimidation at the deposition. (CP 37).
- Deposition was done on Daniela Paunescu.
- At Deposition Mr. Shafton and Mr. Scisciani said that we will do another deposition on your husband with a translator. They never called my husband in for one and now they want to ask different questions for garnishment relating to our business. They had the chance to ask anything, Daniela Paunescu answered all their questions at that time, have proof from deposition.
- Mr. Shafton called appellant on a motion in front of Judge Clark stating that
- Mr. Shafton on Dec 12, 2014, we don't want to loose our January 16th date for our massive summary judgement motions. (RP 12/12/2014 page 3 line 20-22).

- Summary Judgment was set by Mr. Shafton and Mr. Scisciani and our previous attorney which I have emails back and forth and decided on the date.
- Respondents ignored the general rule that “Summary Judgement is premature unless all parties have “had a full discovery to conduct discovery.”684 F.3d 93, 99 (D.C. Cir 2012) (quoting Anderson v. Liberty Lobby, Inc ., 477 U.S. 242, 257 (1986); Due process requires courts to “afford the parties a full opportunity to present their respective cases “before ruling on the merits” Univ. of TX V. Camenisch, 451 U.S. 390, 395 (1981) see also Edward Brunet, The Timing of Summary Judgment, 198 F.R.d. 679,687 (2001) (“It would be patently unfair to permit a judgment a judgment against a person without affording the party the opportunity to gather and submit evidence on his or her behalf’.) Rule 56(b) sets the default deadline for filing a motion of summary judgment at “30 days after the close of all discovery”. On Dec. 12, 2014 Judge Clark never asked where everyone was in the discovery process and Mr. Shafton never said anything about it, and I didn’t know the rule at that time. Judge Clark stated On Dec 12,2014 that

Mr. Shafton is flip flopping because you maybe that you inartfully stated it because you're not an attorney. Dec 12, 2014 (RP page 4 line 12-13).

- On January 16,2015 at Summary Judgment Judge Clark was making fun along with the Attorneys who's Mr. Lucescu? And laughing.(January 16,2015(RP-) I sent them proof about him on my response of January 9, 2015.
- Judge Clark stated on January 30, 2015 that she will send a written decision if she will approve Mr. Scisciani claim on Attorney Fees. Appellants never received any written decision from Judge Clark. January 30, 2015(RP-1/30/2015 page 11 line 12-25). (CP-97).
- We never received anything anytime I wanted to show her proof she always said I don't need to see them, how can you judge clearly and by law if you don't want to see any proof. (RP-1/30/2015 page 11 12-25).
- Judge Clark approved Mr. Shafton for Attorney Fees with discovery being done and getting a garnishment against personal bank accounts.(CP-89), (CP-99).

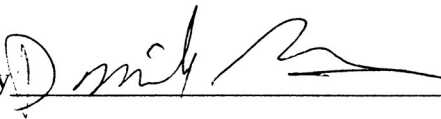
- And yet He was given Attorney Fees from out LLC Company which was never involved in this lawsuit. (RP - 1/30/2015 page 9-10).

V. Conclusion

- The Trial court erred in approving Attorney Fees and approving summary Judgment.
- This Court should reverse and remand for all issues.

Respectfully submitted this the 14 day of May, 2015.

Daniela Paunescu & Ioan Paunescu

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COURT OF APPEALS
DIVISION II

2015 MAY 15 PM 1:20

STATE OF WASHINGTON

BY _____
DEPUTY

IN THE COURT OF APPEALS, DIVISION II-
OF THE STATE OF WASHINGTON

IOAN A. PAUNESCU and DANIELA) Case No.: 14-2-01830-8
PAUNESCU, husband and wife,)

) 47265-1-II

Plaintiffs,) **DECLARATION OF SERVICE**

vs.)

GERHARD H. ECKERT and)
MARGARETHE ECKERT AS TRUSTEES)
OF THE ECKERT FAMILY TRUST, and)
SCOTT RUSSON, husband and wife.)
Defendants,)

I HEREBY CERTIFY THAT ALL TIMES MENTIONED HEREIN I WAS AND
NOW A CITIZEN OF THE UNITED STATES OF AMERICA AND A RESIDENT OF
THE STATE OF WASHINGTON, OVER THE AGE OF EIGHTEEN YEARS.

I CAUSED TRUE AND CORRECT COPIES OF THE APPELLANT BRIEF AND
COPIES OF VERBATIM REPORT TO BE SERVED BY FIRST CLASS U.S. MAIL.

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DECLARATION OF SERVICE- 1

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This dated 14 of May, 2015


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DECLARATION OF SERVICE- 2

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